

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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SARI ROLLHAUS

Plaintiff,

**ANSWER**

-against -

NORTHERN FUNDING, LLC, et al

Defendants.

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Defendants Northern Funding, LLC, Northern Leasing Systems, Inc., Northern Leasing Group, Inc., Northern Leasing Group III, Inc., Northern Leasing Group IV, Inc., Northern Leasing Group V, Inc., Northern Leasing Group VI, Inc., Northern Leasing Group VII, Inc., Northern Leasing Group VIII, Inc., Northern Leasing Group IX, Inc., Northern Leasing Group X, Inc., Northern Leasing Group XI, Inc., Northern Leasing Group XII, Inc., Northern Leasing Group XIII, Inc., Northern Leasing Group XIV, Inc., Northern Leasing Group XV, Inc., Northern Leasing Group XVI, Inc., Northern Leasing Group XVII, Inc., (hereinafter collectively "Northern"), Leonard Mezei, David Klugman, Jay Cohen and Economic Group Pension Services, Inc., by and through their attorney, Nathaniel B. Smith, Esq., hereby submit the follow as their Answer to the allegations in the Complaint:

1. Denies the allegations in paragraph 1 of the Complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 2 of the Complaint.
3. Admits the allegations in paragraph 3 of the Complaint.
4. Admits the allegations in paragraph 4 of the Complaint.
5. Admits the allegations in paragraph 5 of the Complaint.

6. Admits the allegation in paragraph 6 of the Complaint that Klugman is an individual over eighteen and denies the rest of the allegations in paragraph 6 of the Complaint.

7. Admits the allegation in paragraph 7 of the Complaint that Cohen is an individual over eighteen and denies the rest of the allegations in paragraph 7 of the Complaint.

8. Admits the allegation in paragraph 8 of the Complaint that Aytug is an individual over eighteen and denies the rest of the allegations in paragraph 8 of the Complaint.

9. Admits the allegations in paragraph 9 of the Complaint.

10. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 10 of the Complaint.

11. Denies the allegations in paragraph 11 of the Complaint.

12. Denies the allegations in paragraph 12 of the Complaint.

13. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 13 of the Complaint and states upon information and belief that plaintiff and/or her husband were approached by their daughter and/or son-in-law.

14. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 14 of the Complaint.

15. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 15 of the Complaint.

16. Denies the allegations in paragraph 16 of the Complaint.

17. Denies the allegations in paragraph 17 of the Complaint.

18. Denies the allegations in paragraph 18 of the Complaint and respectfully refers the Court to the content of any documents alleged therein.

19. Denies the allegations in paragraph 19 of the Complaint and respectfully refers

the Court to the content of any documents alleged therein.

20. Denies the allegations in paragraph 20 of the Complaint and respectfully refers the Court to the content of any documents alleged therein.

21. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations about a "Sari Note" in the first paragraph 21 of the Complaint and denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in the second paragraph 21 of the Complaint.

22. Denies the allegations in paragraph 22 of the Complaint and respectfully refers the Court to the content of any documents alleged therein.

23. Denies the allegations in paragraph 23 of the Complaint and respectfully refers the Court to the content of any documents alleged therein.

24. Denies the allegations in paragraph 24 of the Complaint and respectfully refers the Court to the content of any documents alleged therein.

25. Denies the allegations in paragraph 25 of the Complaint and respectfully refers the Court to the content of any documents alleged therein.

26. Denies the allegations in paragraph 26 of the Complaint and respectfully refers the Court to the content of any documents alleged therein.

27. Denies the allegations in paragraph 27 of the Complaint.

28. Denies the allegations in paragraph 28 of the Complaint.

29. Denies the allegations in paragraph 29 of the Complaint.

30. Denies the allegations in paragraph 30 of the Complaint.

31. Denies the allegations in paragraph 31 of the Complaint.

32. Denies the allegations in paragraph 32 of the Complaint.

33. Defendants repeat and reallege the foregoing allegations as if set forth herein at length.

34. Denies the allegations in paragraph 34 of the Complaint.

35. Denies the allegations in paragraph 35 of the Complaint.

36. Denies the allegations in paragraph 36 of the Complaint.

37. Denies the allegations in paragraph 37 of the Complaint.

38. Denies the allegations in paragraph 38 of the Complaint.

39. Denies the allegations in paragraph 39 of the Complaint.

40. Denies the allegations in paragraph 40 of the Complaint.

41. Denies the allegations in paragraph 41 of the Complaint.

42. Defendants repeat and reallege the foregoing allegations as if set forth herein at length.

43. Denies the allegations in paragraph 43 of the Complaint.

44. Denies the allegations in paragraph 44 of the Complaint.

45. Denies the allegations in paragraph 45 of the Complaint.

46. Defendants repeat and reallege the foregoing allegations as if set forth herein at length.

47. Denies the allegations in paragraph 47 of the Complaint.

48. Denies the allegations in paragraph 48 of the Complaint.

49. Denies the allegations in paragraph 49 of the Complaint.

50. Defendants repeat and reallege the foregoing allegations as if set forth herein at length.

51. Denies the allegations in paragraph 51 of the Complaint.

52. Denies the allegations in paragraph 52 of the Complaint.

53. Denies the allegations in paragraph 53 of the Complaint.

#### **DEFENSES AND AFFIRMATIVE DEFENSES**

54. The complaint fails to include all necessary parties by omitting the estate or other legal representative of the plaintiff, by omitting as a plaintiff the named beneficiary on the promissory notes, and by omitting as defendants the plaintiff's daughter and son-in-law.

55. The complaint fails to state a claim for fraud or fraudulent conduct with specificity or particularity as required by Rule 9(b) of the Federal Rules of Civil Procedure.

56. The plaintiff has failed to serve the Complaint within the time required by Rule 4(m) of the Federal Rules of Civil Procedure.

57. The Complaint is barred by the applicable statutes of limitations.

58. The plaintiff has waived her claims against the defendants.

59. The Complaint fails to state a claim for relief.

60. The Court lacks subject matter jurisdiction over this matter because there is no diversity jurisdiction in this action.

61. The Court lacks personal jurisdiction over the defendants on the ground that they have not been properly served with process.

62. The plaintiff lacks standing to bring the claims set forth in the complaint.

WHEREFORE, aforementioned defendants demand that judgment be entered in their favor against the plaintiff and that the Court award them the costs and expenses of this action,

including attorney's fees and such other and further relief as the Court deems just and proper.

Dated: New York, New York  
July 21, 2010

LAW OFFICE OF  
NATHANIEL B. SMITH

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